



K. Chad Burgess  
Director & Deputy General Counsel

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March 7, 2019

**VIA ELECTRONIC FILING**

The Honorable Jocelyn G. Boyd  
Chief Clerk/Administrator  
**Public Service Commission of South Carolina**  
101 Executive Center Drive  
Columbia, South Carolina 29210

RE: Amendment One to Service Agreement and Transportation Agreement  
between South Carolina Electric & Gas Company and DSM  
Nutritional Products, LLC.  
Docket No.: 2014-24-G

Dear Ms. Boyd:

On January 2, 2014, South Carolina Electric & Gas Company ("SCE&G")  
entered into a Service Agreement and Transportation Agreement with DSM  
Nutritional Products, LLC.

Enclosed for filing only is Amendment One to Service Agreement and  
Transportation Agreement between SCE&G and DSM Nutritional Products, LLC.

By copy of this letter, we are providing the South Carolina Office of Regulatory  
Staff with a copy of the amendment.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/ctb  
Enclosures

Cc: Jeffrey M. Nelson, Esquire  
Dawn Hipp  
(both via U.S. First Class Mail w/enclosure)

This original  
to be returned  
to SCE&G Company

ORIGINAL

AMENDMENT ONE TO SERVICE AGREEMENT

This Amendment One, made and entered into this 4th day of March, 2019, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and DSM NUTRITIONAL PRODUCTS, LLC, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Buyer purchases natural gas from Seller's system supply under the terms of a Service Agreement between Buyer and Seller dated January 2, 2014, and

WHEREAS, Buyer and Seller have agreed to amend the Service Agreement between Buyer and Seller to increase the MDQ to 1,800 dekatherms, as well as to change the Category-of- Service from 6 to 7.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment One shall become effective on March 1, 2019.
- B. Paragraph 1, SCOPE OF DELIVERY is added as follows:

1. SCOPE OF DELIVERY

INTERRUPTIBLE GAS, PRIORITY-OF-SERVICE CATEGORY 7

Seller acknowledges that Buyer may utilize a source of gas other than system supply gas from Seller's sources. Buyer's gas may be transported to Buyer by Seller upon execution of a Transportation Agreement between Buyer and Seller. Natural gas is provided hereunder to satisfy Buyer's requirements when Seller is not providing transportation services.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, up to a Maximum Daily Quantity of 1,800 dekatherms of natural gas per day on an interruptible basis, to be purchased and utilized by Buyer when and to the extent Seller has gas available, tenders such gas to Buyer and Buyer has a requirement for fuel. Seller makes no guarantee of deliveries hereunder. Interruptible gas will be offered when, and to the extent, available in accordance with the operating procedures set forth in Article IV, Paragraph 4, of the General Terms and Conditions to Industrial Service Agreements hereto attached. Any gas taken by Buyer, including gas utilized as fuel for pilots, after any order of Seller calling for complete curtailment of Buyer's interruptible load, or any gas taken by Buyer in excess of a partial curtailment order, shall be Unauthorized Overrun Gas and shall subject Buyer to the penalty rate per dekatherm set forth in Article IV,

Paragraph 6, of the General Terms and Conditions to Industrial Service Agreements hereto attached. Deliveries of Interruptible Gas under this paragraph of the Service Agreement shall be utilized by Buyer only in Priority-of-Service Category 7 as set forth in Article III, Paragraph 1, of the General Terms and Conditions hereto attached.

- C. The term of this Amendment One shall be the same as the term of the Service Agreement currently in effect.
- D. No other provisions of the Service Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Service Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

DSM NUTRITIONAL PRODUCTS, LLC

Buyer

DocuSigned by  
  
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By

Randy McGowan, Site Director,  
Kingstree

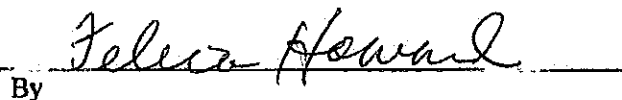
Title

2/27/2019

Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller



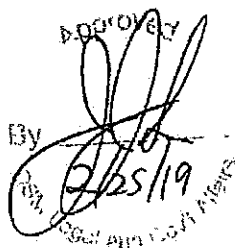
By

V.P. Gas Operations

Title

3/4/19

Date

APPROVED  
  
By  
2/25/19  
Randy McGowan, Site Director

ORIGINAL

AMENDMENT ONE TO TRANSPORTATION AGREEMENT

This Amendment One, made and entered into this 4th day of March, 2019, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and DSM NUTRITIONAL PRODUCTS, LLC, its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of a Transportation Agreement between Buyer and Seller dated January 2, 2014, and

WHEREAS, Buyer and Seller have agreed to amend the Transportation Agreement between Buyer and Seller to increase the MDQ to 1,800 dekatherms, as well as to change the Category-of- Service from 6 to 7.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment One shall become effective on March 1, 2019.
- B. Paragraph 2. DAILY DELIVERIES is deleted and replaced as follows:

2. DAILY DELIVERIES

Seller agrees to accept and transport up to 1,800 dekatherms, excluding shrinkage volumes, of natural gas on a daily basis. Buyer will notify Seller, in writing, of Buyer's intent to transport by the end of the month and will provide the estimated volumes of gas, in dekatherms, to be transported on a daily basis during the next calendar month.

Buyer has the right to change the volume to be transported during the month on a daily basis. It is Buyer's responsibility to notify producers, Seller, and connecting pipelines regarding any change in transportation volumes. Seller will accept changes in daily volumes dispatched from upstream pipelines; however, Seller reserves the right to limit or restrict the volumes accepted and transported at any time, whenever, in Seller's sole opinion, operating conditions warrant a limitation or restriction on the acceptance or delivery of transportation gas. Limitations or restrictions may be because of, but not limited to, the utilization of deliverability capacity by Seller for Seller's system supply requirements.

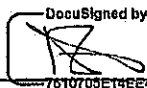
- C. The term of this Amendment One shall be the same as the term of the Transportation Agreement currently in effect.

D. No other provisions of the Transportation Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Transportation Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

DSM NUTRITIONAL PRODUCTS, LLC

Buyer

DocuSigned by  
  
7510705E14EE430

By

Randy McGowan, Site  
Director, Kingstree

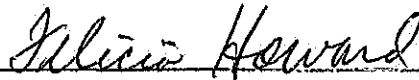
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2/27/2019

Date

SOUTH CAROLINA ELECTRIC & GAS  
COMPANY

Seller



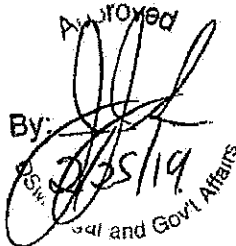
By

V.P. Gas Operator

Title

3/4/19

Date

Approved  
By:   
2/25/19  
Legal and Gov't Affairs